

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2021, by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the ADVANTAGE BEHAVIORAL HEALTH SYSTEMS ("Advantage").

WITNESSETH:

WHEREAS, the County is the owner of 834 Georgia Highway 11 South (the "Facility") and the County and Advantage have agreed that the Facility shall be leased to Advantage for the purpose of operating Advantage Behavioral Health; and

WHEREAS, Advantage has been leasing the Facility without a written lease; and

WHEREAS, it is the desire and intent of the Parties to this Agreement to continue their lease of the Facility and to establish in writing the terms and conditions of such lease to the mutual satisfaction and benefit of the Parties and the members of the community that will make use of the Facility;

THEREFORE, FOR AND IN CONSIDERATION of the public benefits, mutual covenants, and other good and valuable considerations, the value and sufficiency whereof being mutually agreed and acknowledged, the receipt whereof being received by all Parties to the Agreement, the Parties agree as follows:

1. **LEASED PROPERTY.** The property being leased by the County to Advantage is the Facility.
2. **LEASE TERM.** The Agreement shall be for an initial term of five years beginning on the date set forth above and ending on midnight of the day preceding the fifth anniversary of said date. Thereafter, such Agreement shall automatically renew for successive one-year terms, unless and until either Party terminates the Agreement by notification of termination in writing not less than ninety (90) days in advance of the end of the initial term or any renewal term. Notwithstanding the foregoing, either Party may terminate this Lease at any time upon 180 days advance written notice.
3. **RENTAL RATE.** The rent due under the lease shall be Ten and no/100ths Dollars (\$10.00) per month.
4. **EXTERIOR MAINTENANCE OF FACILITY.** The County, as the owner of the Facility, shall be responsible for the general maintenance of the exterior of the Facility.
5. **MAINTENANCE OF GROUNDS & LANDSCAPING.** Advantage, as the occupant of the Facility, shall maintain the grounds and landscaping of the Facility.

6. INTERIOR MAINTENANCE. Advantage shall be responsible for general maintenance of the interior of the Facility, except the County shall be responsible for any major repairs not caused by the negligence of Advantage. The County also agrees to repair and replace ceiling lights as needed and to address plumbing issues.
7. UTILITIES. Advantage shall be responsible to pay for all utilities serving the Premises and its improvements that are used by Advantage.
8. MANAGEMENT. The overall management of the Facility shall fall under the jurisdiction of the Walton County Public Facilities Department (“Department”) as the official agency of the County. Advantage shall coordinate its activities and use of the Premises through the Department. The Parties agree that the County has the right to use the Facility when such use will not interfere with the activities of Advantage.

Advantage must obtain written approval from the Department before sub-leasing the Facility for a fee to any group not affiliated with the activities of Advantage.

9. IMPROVEMENTS. Advantage must obtain written approval from the Department before making any alterations or improvements to the Facility. All such improvements shall be performed and completed in a workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

Title to any and all improvements, erections or additions constructed on the Property by Advantage subsequent to Advantage’s initial occupancy of the Property shall be at all times the property of Advantage during the Term of this Lease. Upon such expiration or termination, the County may accept or request that Advantage remove such improvements. Any such improvements that are not removed by Advantage upon the expiration or earlier termination of this Lease shall be deemed abandoned by Advantage and shall become the property of the County.

10. FURNISHINGS & EQUIPMENT. Furnishings and equipment may be provided by the County for the Facility. Advantage shall be responsible for the maintenance or replacement of said furnishings and equipment. The County shall maintain ownership of any furnishings or equipment provided except upon further agreement between the Parties.
11. ADVANTAGE STAFF. Advantage shall maintain a staff of employees to manage Advantage’s activities at the Premises, and Advantage shall bear all costs related to the employment and benefits of such staff. This staff shall not be considered as employees of the County.
12. RULES & REGULATIONS. Advantage shall adopt Rules and Regulations for the use of the Facility, including hours of operation, procedures for use of the Facility and any equipment therein, manner of scheduling, security procedures, etc.

13. **INSURANCE.** During the Term(s) of this Agreement, Advantage shall maintain no less than \$1,000,000.00 in general liability insurance covering the Facility and naming the County as an additional insured, furnishing the County with a copy of the certificate of such insurance coverage. During the Term(s) of this Agreement, the County shall maintain adequate property insurance on the property improvements owned by the County and general liability insurance in an amount no less than \$1,000,000.00, covering the Facility, furnishing Advantage a copy of such certificate of insurance. It shall be the responsibility of Advantage to maintain adequate insurance on its property located at the Facility. Neither party will be liable or responsible for providing insurance coverage on the property owned by the other. It shall be the responsibility of each Party to carry such other insurance coverages as they may deem necessary or appropriate.
14. **INDEMNITY.** Advantage agrees to defend, indemnify and hold the County harmless from any and all claims related in any way to Advantage's negligence on the Property.
15. **GENERAL CONDITIONS FOR ADVANTAGE.** The County enters this Agreement with the knowledge and understanding that Advantage is a Community Service Board created under the laws of the State of Georgia. As a Community Service Board, Advantage is bound by statutory and regulatory guidelines which may supersede this agreement and cause certain terms and conditions of this Agreement to become null and void. Further, Advantage's entry into this Agreement may be subject to the securing of and continuity of funding from local, state, federal, and private entities. Lastly, as required by the laws of the State of Georgia, any dispute over this Agreement must be addressed in the venue of Clarke County, Georgia, as Advantage's principal office is located within Clarke County, Georgia.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire Agreement between the Parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all Parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any Party thereto.
17. **CAPTIONS.** The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the terms of this Agreement.
18. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
19. **GOVERNING LAW.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.
20. **NO WAIVER.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an executed original.
22. INTERPRETATION. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who by itself or through its attorney prepared the same, it being agreed that the attorneys of both Parties hereto have fully participated in the preparation of this Agreement.
23. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid, but if any provision of this Agreement, or the application thereof, shall be prohibited or held to be invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, which shall remain in full force and effect; and to this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

WALTON COUNTY, GEORGIA, a political subdivision of
the State of Georgia

By: _____
David Thompson, Chairman

Attest: _____
Rhonda Hawk, Clerk

[signatures continue on next page]

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: _____
President & CEO

By: _____
Advantage Behavioral Health Chair